

# **Exhibit 3**

These Terms of Use are effective as of February 27, 2006.

Welcome to Facebook, an online directory that connects people through networks of academic and geographic centers. The Facebook service and network (collectively, "Facebook" or "the Service") are operated by Facebook, Inc. and its corporate affiliates (collectively, "us", "we" or "the Company"). By using the [www.facebook.com](http://www.facebook.com) web site (the "Web site") you signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"). We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the Terms of Use's effective date. Your continued use of the Service or the Web site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access the Service or the Web site. It is your responsibility to regularly review these Terms of Use.

#### Eligibility

You must be thirteen years of age or older to register as a member of Facebook (a "Member") or use the Web site. If you are under the age of 13, you are not allowed to register and become a member of Facebook or access Facebook content, features and services on the Web Site. Membership in the Service is void where prohibited. By using the Service or the Web site, you represent and warrant that you agree to and to abide by all of the terms and conditions of this Agreement. Facebook may terminate your Membership and/or prohibit you from using or accessing the Service or the Web site for any reason, at any time.

#### Member Conduct

You understand that the Service and the Web site are available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted through your account will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Members from the Service or the Web site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Service or the Web site or for any other purpose. You further

agree that you may not use the Service or the Web site in any unlawful manner or in any other manner that could damage, disable, overburden or impair Web site. In addition, you agree not to use the Service or the Web site to:

- \* upload, post, email, transmit or otherwise make available any content that we deem to be harmful, threatening, abusive, harassing, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable;
- \* impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- \* upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- \* upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- \* intimidate or harass another;
- \* use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service or the Web site.

#### Proprietary Rights in Content on the Web Site

All content on the Web site, including but not limited to design, text, graphics, other files, and their selection and arrangement (the "Content"), are the proprietary property of the Company or its licensors. All rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission. You may download or print a copy of any portion of the Content solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. You may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation. Any other use of the Content is strictly prohibited.

All trademarks, logos, trade dress and service marks on the Web site are either trademarks or registered trademarks of the Company or its licensors and may not

be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

#### Member Content Posted on the Web Site

You are solely responsible for the photos, profiles and other content that you publish or display (hereinafter, "post") on or through the Service or the Web site, or transmit to other Members (collectively the "Member Content"). You understand and agree that the Company may review and delete or remove any Member Content that in the sole judgment of the Company violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members or others.

By posting Member Content to any part of the Web site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, perform, display, reformat, translate, excerpt (in whole or in part) and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

You may remove your Member Content from the Web site at any time. If you choose to remove your Member Content, the license granted above will automatically expire.

#### Copyright Policy

We respect the intellectual property rights of others. If you believe your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on the Web site, please contact us at [copyright@facebook.com](mailto:copyright@facebook.com) and provide us with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Web site; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

#### Links to other websites

The Web site contains links to other web sites. We are not responsible for the content, accuracy or opinions express in such web sites, and such web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked web site on or through the Web site or the Service does not imply approval or endorsement of the linked web site by us. If you decide to leave the Web site and access these third-party sites, you do so at your own risk.

#### Member Disputes

You are solely responsible for your interactions with other Facebook Members. We reserve the right, but have no obligation, to monitor disputes between you and other Members.

#### Privacy

We care about the privacy of our Members. Click here to view the Web site's Privacy Policy. By using the Web site or the Service, you are consenting to have your personal data transferred to and processed in the United States.

#### Disclaimers

The Company is not responsible for any incorrect or inaccurate Content posted on the Web site or in connection with the Service, whether posted or caused by users of the Web site, Members or by any of the equipment or programming associated with or utilized in the Web site or the Service. The Company is not responsible for the conduct, whether online or offline, of any user of the Web site or Member of the Service. The Web site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Facebook assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Member communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will the Company be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Web site or the Service, any Content posted on or through

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#### Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL FACEBOOK BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEB SITE OR THE SERVICE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF: (A) THE AMOUNT PAID, IF ANY, BY YOU TO FACEBOOK FOR THE SERVICE DURING THE TERM OF MEMBERSHIP; AND (B) ONE HUNDRED DOLLARS (\$100).

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### Governing Law and Venue

By visiting or using the Web site and/or the Service, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Facebook, Inc. or any of its affiliates.

Any dispute relating in any way to the Web site and/or the Service (including your visit to or use of the Web site and/or the Service) shall be submitted to confidential arbitration in San Francisco, California, except that, to the extent you have in any manner violated or threaten to violate Facebook, Inc. or any of its affiliates'

proprietary or intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court of competent jurisdiction. For the purpose of such relief, you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, non-exclusive venue and jurisdiction in the state and federal courts of California.

Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise. Any claim, action or proceeding by you related in any way to the Web site and/or the Service (including your visit to or use of the Web site and/or the Service) must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

#### Indemnity

You agree to indemnify and hold Facebook, Inc., its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, or demand, including reasonable attorney's fees, arising out of any claim, action, investigation or proceeding made or instituted by any third party due to or arising out of your use of the Service or the Web site in violation of this Agreement or your violation of any law or the rights of a third party.

#### Other

These Terms of Use, together with the Privacy Policy and any other policies of the Company posted by us on the Web site, constitute the entire agreement between you and Facebook regarding the use of the Web site and/or the Service, superseding any prior agreements between you and Facebook relating to your use of the Web site or the Service. The failure of Facebook to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

#### Questions

Please visit our Help page for more information.

